



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

Gloria Molina
First District

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July 21, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT WITH EAST LOS ANGELES COLLEGE FOR HEALTH
INFORMATION (MEDICAL RECORDS) CODING TRAINING SERVICES**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Delegate authority to the Director of Health Services, or his designee, to sign an Agreement, substantially similar to Exhibit I, with East Los Angeles College to provide Health Information (Medical Records) Coding training services, effective upon Board approval through June 30, 2006 with a provision for an automatic 12-month extension, for a contract maximum obligation of \$694,488, partially offset by State Workforce Investment Act funds.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services to sign an Agreement with East Los Angeles College (ELAC) to provide Health Information (Medical Records) Coding training to Department of Health Services (DHS or Department) employees to reduce the Department's reliance on contracting with employment agencies to supply Medical Records Coders.

FISCAL IMPACT/FINANCING:

Under this Agreement, the maximum obligation is \$694,488, \$410,000 of which will be funded through Tobacco Settlement funds in the Fiscal Year (FY) 2005-06 Adopted Budget. The remaining amount will be requested in the FY 2006-07 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

The Board first contracted with ELAC in 1999 under the Million Dollar Training Fund to provide a customized 18-month program jointly developed by the County and ELAC to train County employees as Medical Records Coders. Employees completing the program received a Certificate of Completion as a Health Information Coding Specialist. In July 2001, the Board approved a second contract with ELAC under the 1115 Waiver to provide the same training for DHS employees. Program graduates have filled vacancies in DHS facilities, thereby reducing dependence on contract services.

Under the new Agreement, ELAC will provide two levels of a medical record training program: Advance - for those who have successfully completed the 'Beginning/Basic' training at ELAC under previous contracts with the County, or through an equivalent program from another school, and Beginning - for those without training in medical records coding.

Both programs are estimated to be 18-months long. ELAC can accommodate up to 50 candidates each in the Advance and Beginning programs. The Advance program is allocated \$308,334 while the Beginning program is allocated \$386,154 for a total maximum obligation of \$694,488.

Upon approval of the Agreement by the Board, ELAC will receive an advance payment equal up to \$307,035 for the costs of hiring staff, providing textbooks and other instructional materials. All remaining services including tutoring will be reimbursed in arrears.

The Agreement becomes effective upon approval by the Board through June 30, 2006 with an automatic 12-month extension to June 30, 2007 to accommodate the 18-month training programs.

As long as the maximum obligation is not exceeded, the Agreement also includes authority for the Director to reallocate unspent funds from one program to the other (e.g., Advance to Beginning, Beginning to Advance) for services such as additional instruction and remediation that may be needed to support and enable the DHS employees to successfully complete training.

CONTRACTING PROCESS:

HCWDP conducted an informal survey of four potential providers (Cypress College, College of Science and Health at Charles R. Drew University, East Los Angeles College, and Ladera Career Paths) in the Los Angeles area. East Los Angeles College was selected because it is the only provider that could provide an accredited Advance and Beginning Medical Records Coding programs meeting the objectives of the HCWDP.

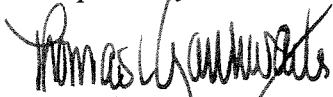
IMPACT ON CURRENT SERVICES:

The training is expected to provide additional Medical Record Coders for the Department thereby reducing the Department's reliance on contract-supplied Medical Record Coders.

The Honorable Board of Supervisors
July 21, 2005
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When approved, the Department requires three signed copies of the Board's action.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Thomas L. Garthwaite".

Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:sh

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

Medical Records Coding - E.L.A.rf.wpd

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Health Information Coding Training (for both Advance and Beginning)

2. CONTRACTOR/ADDRESS AND CONTACT PERSON:

East Los Angeles College
1301 Avenida Cesar Chavez, Room E-140
Los Angeles, CA 91754

Robert Isomoto, Vice-President, Administrative Services
Phone: (323) 265-8669
Susan Fox, Director, Regional Contract Academy Training
Phone: (323) 265-8855

3. TERM:

The Agreement is effective from the date of Board approval to June 30, 2006 with a provision for an automatic 12-month extension to June 30, 2007 to enable the completion of the 18-month training programs.

4. FINANCING INFORMATION:

Under this Agreement, the maximum obligation is \$694,488, \$410,000 of which will be funded through Tobacco Settlement funds in the Fiscal Year (FY) 2005-06 Adopted Budget. The remaining amount will be requested in the FY 2006-07 Proposed Budget.

5. GEOGRAPHIC AREAS (EMPLOYEES) SERVED:

All Districts.

6. ACCOUNTABLE FOR MONITORING:

Sachi Hamai, Director, Administrative Services

7. APPROVALS:

Chief Operating Officer:	Fred Leaf
Contracts and Grants Division:	Cara O'Neil, Chief
County Counsel (approval as to form):	Elizabeth Friedman, Senior Deputy County Counsel



Contract by and between

County of Los Angeles

and

**East Los Angeles College
on behalf of the
Los Angeles Community College District**

for

**Health Information Coding
Training Services**

Contract between
County of Los Angeles
and
East Los Angeles College on behalf of
Los Angeles College District
for
HEALTH INFORMATION CODING TRAINING SERVICES

This Contract and Exhibits made and entered into this ____ day of _____, 2005 by and between the County of Los Angeles, hereinafter referred to as County and East Los Angeles College on behalf of the Los Angeles Community College District, hereinafter referred to as Contractor. Contractor is located at 1301 Avenida Cesar Chavez, Room E-140, Monterey Park, CA 91754.

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter "DHS") various health facilities, and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California to engage in the business of providing health information coding training services as described hereunder and possesses the competence, expertise, and personnel required to provide such services, and

WHEREAS, the term "Director", as used herein, refers to the Director of DHS or his duly authorized designee; and

WHEREAS, the Los Angeles County Board of Supervisors is authorized to contract with a Community College within the County for performance of training and development functions, and;

WHEREAS, the East Los Angeles College (ELAC) is authorized by the Los Angeles Community College District to perform such functions; and

WHEREAS, Contractor provides credentialed instructors, and a curriculum to improve the skills of employees and prepare them for higher level positions consistent with the minimum requirements of medical records coding classifications; and

WHEREAS, the Director wishes to utilize the services of Contractor for the benefit of County employees, and

WHEREAS, this Agreement is authorized by California Government Code Sections 23004 and 26227 and California Health and Safety Code Section 1441.

Now, THEREFORE, the parties hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, and F are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Billing and Payment

- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Employee's Acknowledgment of Employer
- 1.5 EXHIBIT E - Jury Service Program Application for Exemption and Certification Form
- 1.6 EXHIBIT F - Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersede all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.

- 2.5 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.6 County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1 This Contract contemplates and authorizes the education and training programs described in Exhibit "A", Statement of Work, attached hereto and incorporated herein by reference.
- 3.2 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the Statement of Work, Exhibit A.
- 3.3 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be effective upon approval by County's Board of Supervisors and remain in effect through **June 30, 2006**, unless sooner terminated, in whole or in part, as provided in this Contract.
- 4.2 To enable the completion of training programs commenced under this Contract and at no additional cost to County, the term of this Contract shall be automatically extended for an additional 12 months to June 30, 2007, without further action by the Parties, unless sooner terminated in whole or in part, as provided in this Contract.

5.0 CONTRACT SUM

5.1 The maximum obligation for all services hereunder is Six Hundred Ninety-Four Thousand, Four Hundred Eighty-Eight Dollars **(\$694,488)**. Actual reimbursement to Contractor may be less, in accordance with Exhibit B, Billing and Payment attached hereto, and incorporated herein by reference.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/ Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

5.4 Invoices and Payments

5.4.1 The Contractor shall invoice the County only for providing the services specified in Exhibit A - Statement of Work hereunder. The

Contractor shall prepare invoices in accordance with Exhibit B – Billing and Payment.

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Billing and Payment.

5.4.3 The Contractor's invoices shall contain the information set forth in Exhibit B – Billing and Payment.

5.4.4 The Contractor shall submit invoices as described in Exhibit B, Billing and Payment.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

Director shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director, or to authorized federal, State, County, and local governmental representatives, the right to review and monitor Contractor's program(s), policies, procedures, and financial and/or other records, and to inspect its business offices, facility(ies), and/or County work site area(s), for contractual compliance at any reasonable time.

COUNTY ADMINISTRATION

The County shall notify the Contractor in writing of the following:

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4, Change Notices and Amendments; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with Contractor's Project Manager on a regular basis; and

- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and Project Monitor on a regular basis.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide all staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor

staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy the Contractor's staff's County photo identification badge at the time of removal from working on the Contract.

7.4 Background and Security Investigations

7.4.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

7.4.2 County may request that Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

7.4.3 County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the

satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.

7.4.4 Disqualification, if any, of Contractor staff, pursuant to this Subparagraph 7.4, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

To the extent that Contractor may gain access hereunder to County patient records and information, Contractor shall maintain the confidentiality of such records and information from third parties, including but not limited to, billings and County records, in accordance with all applicable federal, State, and local laws, ordinances, rules, regulations, and directives relating to confidentiality. Contractor shall inform all its officers, employees, agents, subcontractors, and others providing services hereunder of this confidentiality provision requirement. Contractor shall indemnify and hold harmless County, its officers, employees, agents, and subcontractors, from and against any and all loss, damage, liability, and expense arising out of any disclosure of patient records and information by Contractor, its officers, employees, agents, subcontractors, and others providing services hereunder.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of the **Director**. Any unapproved assignment or delegation shall be null and void. Any payments by the DHS to any approved delegate or assignee on any claim under this Contract shall be deductible, at DHS' sole discretion, against the claims,

which the Contractor may have against the County.

8.1.2 If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DHS' express prior written approval, may result in the termination of this Contract.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

8.4 CHANGE NOTICES AND AMENDMENTS

8.4.1 The County reserves the right to initiate Change Notices that do not affect the scope, term, Contract Sum or payments. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and by County's Project Manager.

8.4.2 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Board of Supervisors or its delegatee.

However, to facilitate implementation of training programs hereunder, Director may authorize the reallocation of unexpended funds from one training program to another (e.g., from "Beginning" to "Advance" or vice versa) to accommodate additional instructors, or other services (e.g., remediation), that may be required to support the successful completion of the training program by County employees so long as the maximum obligation of County is not exceeded. Any such reallocation shall be accomplished with an executed Change Notice.

8.4.3 The County's **Board of Supervisors** or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and **by County's Board of Supervisors or its delegatee**.

8.4.4 The **Director of Health Services** may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within thirty business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.1 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.2 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.3 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital

status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit D - Contractor's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy.

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any

California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 OBLIGATIONS UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)/ENTITIES OTHER THAN PROVIDERS OR BUSINESS ASSOCIATES:

Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall notify hospital supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its

employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

8.10 CONFLICT OF INTEREST

8.10.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.13 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.13.1 RESPONSIBLE CONTRACTOR

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Contractors.

8.13.2 CHAPTER 2.202 OF THE COUNTY CODE

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other

Contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on any County Contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

8.13.3 NON-RESPONSIBLE CONTRACTOR

The County may debar a Contractor if the **Board of Supervisors** finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a Contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Contract with the County or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.13.4 CONTRACTOR HEARING BOARD

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the

appropriate length of time of the debarment. Contractor and the Director of Health Services shall be provided an opportunity to object to the tentative decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the **Board of Supervisors**. The **Board of Supervisors** shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used.

8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.15.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Contract are in compliance with their court-ordered child, family and spousal support obligations in

order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

- 8.15.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.16 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the **Board of Supervisors**. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.17 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.17.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused

by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.17.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.18 EMPLOYMENT ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.19 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and

Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract; the parties shall provide "original" versions of such faxed documents.

8.20 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this

Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County, and such coverage shall be provided and maintained at the Contractor's own expense. In any event, Contractor may satisfy the insurance coverage requirements specified in this Contract by providing evidence of Contractor's self-insurance program, as

described hereinbelow. Such evidence shall be provided in a formal declaration (on Contractor's letterhead, if available) that declares Contractor is self-insured for the type and amount of coverage as described in Paragraph 8.25, INSURANCE COVERAGE REQUIREMENTS, hereinbelow. Contractor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Contractor. The statement also must identify which required coverages are self-insured and which are commercially insured. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-insure" issued by the State in which services will be provided. Further, Contractor's self-insurance program must be reviewed and approved by County's Risk Manager prior to the effective date of this Agreement.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Workforce Development Program
500 S. Virgil Avenue, Suite 200
Los Angeles, CA 90020
ATTN: Diane Factor

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and

employees as insureds for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.24.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Contract upon which the County may immediately terminate or suspend this Contract. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under

this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Contract Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.24.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.24.6 Insurance Coverage Requirements for Subcontractors: The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 Professional Liability Insurance covering liability arising from any error, omission, negligent or wrongful act of Contractor, its officers or employees with limits of not less than \$1 Million per occurrence and \$3 Million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon expiration or earlier termination or cancellation of this Contract.

8.25.2 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.3 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.25.4 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
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Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26 INTENTIONALLY BLANK

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict the **Department of Health Services** from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director of Health Services, or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such

notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties below. Addresses and persons to be notified may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director of Health Services shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

To County: 1. Department of Health Services
Contracts and Grants Divison
313 N. Figueroa Street, 6th Floor East
Los Angeles, California 90012
500 So. Virgil Avenue, Suite 200
Los Angeles, California 90020

Attention: Chief

To County: 2. Healthcare Workforce Development Program
500 S. Virgil Ave., Suite 200
Los Angeles, CA 90020

Attention: Diane Factor, Director

To Contractor: Los Angeles Community College District/
East Los Angeles College
1301 Avenida Cesar Chavez, Room E-140
Monterey Park, California 91754

Attention (1): Robert Isomoto, Vice-President
Administrative Services

Attention (2): Renee Martinez, Vice-President
Workforce Education Development

8.34 PUBLIC RECORDS ACT

- 8.34.1 Any documents submitted by Contractor and all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.36 - Record Retention and Inspection/Audit Settlement of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.35 PUBLICITY

- 8.35.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.35.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the

County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.36 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.36.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the

County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.37 RECYCLED BOND PAPER

Consistent with the **Board of Supervisors'** policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.38 SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Such information and notice is set forth in Exhibit J of this Contract.

8.39 SUBCONTRACTING

8.39.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the

County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Workforce Development Program

500 S. Virgil Avenue, Suite 200

Los Angeles, CA 90020

ATTN: Diane Factor

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies

available to the County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the **Board of Supervisors** may terminate this Contract pursuant to the Termination for Default Paragraph of the Contract and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.41 TERMINATION FOR CONVENIENCE

8.41.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the Director of DHS, in his/her sole discretion, to be in the County's best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of

Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this Sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by

the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

8.44.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's **Board of Supervisors** appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.47 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

8.48 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.49 WARRANTY AGAINST CONTINGENT FEES

8.49.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of Health Services, the day and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

EAST LOS ANGELES COLLEGE, on behalf of
The Los Angeles Community College District
Contractor

By _____
Renee Martinez, Vice-President
Workforce Education Development

By _____
Robert Isomoto, Vice-President
Administrative Services

APPROVED AS TO FORM:

BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER, County Counsel

By _____
Senior Deputy County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Chief, Contracts and Grants

EXHIBIT A

STATEMENT OF WORK

Contract with

East Los Angeles College on behalf of the
Los Angeles Community College District

for

HEALTH INFORMATION CODING TRAINING SERVICES

EAST LOS ANGELES COLLEGE

**HEALTH INFORMATION CODING TRAINING SERVICES
(ADVANCE & BEGINNING MEDICAL RECORD CODING TRAINING)
STATEMENT OF WORK**

1.0 SCOPE OF WORK

1.1. General Description

Contractor has agreed to provide its accredited programs in Advance Medical Records Coding and Beginning Medical Records Coding for County employees identified and referred by the County's Director of Health Services (hereafter "Director"). Each of the Programs is estimated to be 18-months long, with schedules that are customized for the County. With the exception of Directed Practice, all instruction shall take place at properly equipped Contractor facilities. Directed Practice shall take place at County facilities, unless agreed to otherwise by Director.

Contractor shall be reimbursed as specified in Exhibit B, Billing and Payment.

1.2. Advance Medical Record Coding Program

Contractor can accommodate up to 50 County employees in its Advance Program. All employees shall meet the requirements established by Contractor for admission. All employees shall also be assessed by Contractor to determine their reading and math skill levels. Both Contractor and Director shall mutually agree to the candidates selected for admission to the Program.

Director expects that approximately 50 employees will qualify for the Advance Program. All employees meeting Contractor's admission standards shall be combined into one-class for purposes of lecture.

A list of courses comprising Contractor's Advance Program appears on Page 6 of this Exhibit. The hours listed on Page 6 are estimated, and include lecture, lab and Directed Practice hours. Employees completing the Program shall receive an AA Degree, provided that the employees have also completed general education courses required by Contractor for the degree, which have not been included as part of the Scope of Work under this Contract.

Upon completion of all the course work required in the Advance Program, Contractor may be requested by Director to provide a "Certification Coaching Workshop" for employees completing the Program. Both Contractor and Director shall mutually agree to the schedule for the Workshop.

1.3. Beginning Medical Records Coding Program

Contractor can accommodate up to 50 County employees in its Beginning Program. All employees shall meet the requirements established by Contractor for admission (e.g., High School Diploma or equivalent). All employees shall also be assessed by Contractor to determine their reading and math skill levels. Both Contractor and Director shall mutually agree to the candidates selected for admission to the Program.

Director expects that approximately 50 employees will qualify for the Beginning Program. To provide a more conducive learning environment, Contractor shall divide employees meeting Contractor's admission standards into two classes of up to 25 each. If the County is unable to enroll 26 or more students, then at Director's request, Contractor shall provide only one "class group" and the budget and reimbursement shall be adjusted in accordance with Exhibit B, Billing and Payment.

Prior to the commencement of instruction, Contractor shall provide an 18-hour Bridge Program to assist County employees in the transition to becoming students in the Beginning Program.

A list of courses comprising Contractor's Beginning Program appears on Page 7 of this Exhibit. The hours listed on Page 7 are estimated and include lecture, lab and Directed Practice hours. Employees completing the Program shall be issued a Certificate of Completion as a Health Information Coding Specialist from East Los Angeles College.

1.4. Commencement of Instruction:

Contractor and Director shall mutually agree to the commencement date of instruction for both Programs, but no later than 45 days from approval of the Contract by the Board of Supervisors. Contractor shall provide Director with a schedule of classes that shall also include the commencement and end dates for all the courses in both Programs.

Contractor's instructors shall use County-provided sign-in sheets for each class session. Contractor shall return the original sign-in sheets to Director on a timely basis as instructed by Director; such sign-in sheets are required supporting documentation for Contractor invoices. Invoices without original sign-in sheets may not be processed by County, and returned to Contractor.

2.0 COUNTY EMPLOYEES RECEIVING SERVICES

County employees designated by Director to receive services hereunder may be individuals currently employed by County ("incumbent" workers) or individuals who have been laid-off by County ("dislocated" workers).

Director shall be responsible for identifying and referring County employees to Contractor. Employees shall meet the requirements established by Contractor for admission.

Contractor shall be responsible for creating an optimal learning environment to motivate and retain participating employees.

3.0 INSTRUCTIONAL METHODS

As appropriate, Contractor may utilize small group, whole group, or individual instruction, and feature multi-sensory approach in which students' different learning styles are incorporated into the instructional program. Whenever appropriate, instruction may be computer-assisted. However, the use of computer-assisted instruction shall not replace student-centered instruction; Contractor shall maximize instructor-student interaction at all times. From time-to-time, as arranged between Director and Contractor, Contractor-provided or County-designated staff may provide tutoring services; Contractor shall cooperate with County to make these supplemental services successful. Also, County may select and refer specific individuals to Contractor for consideration to hire as tutors under this Contract.

4.0 SERVICE LOCATIONS

Contractor may utilize its campus facilities located on Avenida Cesar Chavez or its facilities at the Regional Contract Academy Training on Corporate Center Drive, both in the City of Monterey Park.

5.0 HOURS OF SERVICE

Hours of instruction shall include evening and Saturday hours as requested by County. Director shall consult with Contractor to reasonably coordinate the schedule.

6.0 STAFFING AND PERSONNEL

Contractor shall provide qualified instructors and other personnel for the services hereunder.

Contractor shall also provide a Program Director to function as County's liaison to coordinate services.

7.0 BOOKS, INSTRUCTIONAL MATERIALS AND SUPPLIES

Contractor has included the costs for all books, instructional materials and supplies necessary to provide the services required hereunder. Such items shall be invoiced to County as described in Exhibit B, Billing and Payment.

8.0 REPORTS

Contractor shall provide periodic reports as required by Director, including but not limited to the attendance, progress, and grades of participating County employees.

9.0 QUALITY ASSURANCE PLAN

The County will evaluate Contractor's performance under this Contract as defined in Paragraph 8, Terms and Conditions, Sub-paragraph 8.16, County's Quality Assurance Plan, which may include observation of Contractor's services/activities and review of documents relevant to this Contract at any time during normal business hours. However, County personnel may not unreasonably interfere with Contractor's provision of services.

Notwithstanding the above, County personnel may make unannounced visits at any time to Contractor service site(s) for purposes of observation of services. County personnel may not unreasonably interfere with Contractor's provision of service. If any service or instructor is found to be unsatisfactory, Contractor and Director shall meet to resolve County's concerns, including the possible replacement of the instructor. Such meetings shall be scheduled within one week of request by Director. Contractor may also request meetings with Director as it believes necessary to provide quality services to participating employees.

10.0 BILLING AND PAYMENT

Contractor shall be reimbursed in accordance with the provisions of Exhibit B, Billing and Payment. Contractor shall not bill any County participant for any services or supplies received under this Contract.

East Los Angeles College
Advance Medical Record Coding Program
List of Courses & Estimated Hours

<u>Class</u>	<u>Title and #</u>	<u>Title</u>	<u>Lecture</u>	<u>Lab</u>	<u>Units</u>
1st	HIT #106	Ethics	36	0	2
2nd	HIT #208	Pharmacology	18	0	1
3rd	Chem #51		126	0	5
4th	HIT #105	Alternative Care Settings	54	0	2
5th	Psychology #1		54	0	3
6th	HIT #207	Statistics	54	0	3
7th	HIT #221	Quality Mgmt	54	0	3
8th	Physiology 1		108	0	4
9th	CSCI #201	Intro to Computers	54	0	2
10th	CSCI #291	Prog. Lab		2.5	1
11th	CSCI #200	M/C in Business	54	0	3
12th	HIT #222	HIS Mgmt	54	0	3
13th	HIT #241	Directed Practice	0	180	4
TOTAL HOURS			666	182.5	36

East Los Angeles College
Beginning Medical Record Coding Program
List of Courses and Estimated Hours

<u>Class</u>	<u>Title and #</u>	<u>Title</u>	<u>Lecture</u>	<u>Lab</u>	<u>Units</u>
1st	HIT #133	Medical Terminology	54	0	3
2nd	Physiology#6		63	96	4
3rd	Pathology #234		72	0	5
4th	HIT #103	Beg. ICD-9 Coding	72	0	3
5th	HIT #110	Ambulatory Coding	72	0	3
6th	HIT #100	HIT Survey	36	54	3
7th	HIT #208	Pharmacology	72	0	1
8th	HIT #215	Adv. Inpatient Coding	72	0	3
9th	HIT #202	Directed Practice	18	0	4
TOTAL HOURS			531	150	29

**EAST LOS ANGELES COLLEGE
MEDICAL RECORDS CODING TRAINING SERVICES**

BILLING AND PAYMENT

1.0 MAXIMUM OBLIGATION

County's maximum obligation for all services and supplies hereunder shall not exceed Six Hundred Ninety-Four Thousand, Four Hundred Eighty-Eight Dollars (\$694,488). Actual reimbursement to Contractor may be less and shall depend on the services provided and the number of students enrolled (see budgets on Pages 8 and 9 of this Exhibit). In no event shall the sum of all payments to Contractor exceed the maximum obligation.

2.0 BUDGET

The budget schedules for the Advance Medical Record Coding and the Beginning Medical Record Coding Programs are respectively set forth on Pages 8 and 9 of this Exhibit. The total possible obligation for the Advance Medical Record Coding Program for up to 50 students is \$308,334; the total possible obligation for the Basic Medical Record Coding Program for up to 50 students is \$386,154. The total maximum obligation is \$694,488.

2.0 INVOICES

Contractor shall provide County with separate invoices for the Advance and Beginning Programs. All invoices must be accompanied by student-sign-in sheets for each class session convened in the month of service being invoiced. Contractor may include an Administrative Cost of 8% on amounts invoiced to County. All invoices shall be submitted by the 5th working day in the month following service.

Invoices shall be sent to:

Workforce Development Program
500 S. Virgil Ave., Suite 200
Los Angeles, CA 90020
Attn: Diane Factor, Director of WDP

3.0 ADVANCE MEDICAL RECORD CODING (APPROXIMATELY 18-MONTHS IN DURATION)

3.1 Instructional Costs, Program Director, & Employee Benefits (“On-Going” Costs):

To provide Contractor with sufficient funds to hire staff, Contractor may invoice County *for an advance payment in* the amount of \$65,236 (\$60,404 plus 8% administrative costs) upon approval of this Contract by County’s Board of Supervisors (see Budget on Page 8 of this Exhibit). This sum represents 1/3 of County’s obligation (or 6 of the 18 months of the Program) for Contractor’s “on-going” costs (instruction, Program Director, and employee benefits) for the Advance Program. Contractor shall invoice County for its on-going costs for the remaining 12 months of the Program as described in 3.5 below.

Contractor agrees to promptly submit sign-in sheets for each of the 6 months of service invoiced above, within 5 business days in the month following service.

3.2 Textbooks and Instructional Supplies:

Upon the completion of the assessment and selection of employees for the Advance Class and prior to the commencement of instruction, Contractor may invoice County \$1,161 for textbooks and \$40 for instructional supplies per employee admitted to the Advance Program, for

a maximum total of up to \$58,050 for textbooks and \$2,000 for supplies for 50 employees enrolled.

3.3 Lab Assistants and Supplies for Chemistry and Physiology Courses:

The Chemistry and Physiology courses require 2 lab assistants per 25 students (or 4 lab assistants for 50 students). Upon completion of the Chemistry and Physiology courses, Contractor may invoice County for the number of lab assistants needed for the course and their actual hours of service, not to exceed 144 hours budgeted for each lab assistant.

Upon commencement of the courses, Contractor may invoice County for the actual cost of instructional supplies for each course but no more than \$45 per student per course.

3.4 Student Tutors

Contractor shall coordinate the services of Student Tutors with Director. Such services shall be invoiced in the month following the service, accompanied by student sign-in sheets which shall also include the name of the tutor, date of service, duration of service (e.g., 6:00 p.m. to 8:00 p.m.), and total hours of service. The rate invoiced to County for such services shall be the actual hourly rate paid to the Student Tutor, but no more than the \$20 per hour budgeted.

3.5 Resumption of Invoicing for "On-Going Costs":

Contractor may resume invoicing for its "on-going" costs (instruction, Program Director, and employee benefits) for Months 7 through 18 of the Program (12 months of service) in accordance with the Invoicing Schedule on Page 9 of this Exhibit. Each of the remaining 12 invoices (Months 7 through 18) shall be in the amount of \$10,872 (\$10,067 plus 8% administrative costs, see Budget on Page 8 of this Exhibit), and shall be

submitted in arrears, i.e., in the month following service. For example, the 7th month of service (March 2006 service), shall be submitted in April 2006. All invoices shall be submitted by the 5th business day in the month following service.

All invoices shall include a list of the courses completed and/or in progress, and sign-in sheets for the month being invoiced.

If the actual hours of instruction are less than those budgeted for the Program, Contractor shall reconcile those hours against the 18th and final invoice. Any overpayments by County shall be offset in this final invoice. In no event may Contractor's invoices exceed the hours/amounts budgeted for the service.

3.6 Certification Coaching Workshop:

Contractor may invoice County for such Workshop in the month in which the Workshop is provided.

3.7 Parking Fees

Parking shall be invoiced to County in arrears on a per-student basis for the cost of the parking pass/permit, not to exceed \$32/student. Contractor shall include a list of the students receiving the parking pass/permit with the invoice.

4.0 BEGINNING MEDICAL RECORD CODING (APPROXIMATELY 18-MONTHS IN DURATION)

4.1 Instructional Costs, Program Director, & Employee Benefits ("On-Going" Costs):

To provided Contractor with sufficient funds to hire staff to accommodate the maximum enrollment of 50 (i.e., two "classes" as described in Exhibit

A), Contractor may invoice County for an advance payment in the amount of \$92,435 (\$85,588 plus 8% administrative costs) upon approval of this Contract by County's Board of Supervisors (see Budget on Page 9 of this Exhibit). This sum represents 1/3 of County's obligation (or 6 of the 18 months of the Program) for Contractor's "on-going" costs (instruction, Program Director, and employee benefits) for the Beginning Program. This advance sum also includes the cost for an 18-hour Bridge Program, which shall be provided prior to start of instruction for the Beginning Program. Contractor shall invoice County for its on-going costs for the remaining 12 months of the Program as described in 4.5 below.

If, in accordance with Subparagraph 1.3 of Exhibit A, Statement of Work, Director requests only one "class group" to accommodate the employees eligible for the Beginning Program, then, the above advance payment and the 12 monthly payments for Contractor's on-going costs shall be adjusted accordingly. The advance payment and the 12-monthly amounts due Contractor shall be based on one class group of 25 instead of two class groups of 25 each.

Contractor agrees to promptly submit sign-in sheets for each of the 6 months of service invoiced above, within 5 business days in the month following service.

4.2 Textbooks and Instructional Supplies:

Upon the completion of the assessment and selection of employees for the Advance Class, Contractor may invoice County \$1,435 for textbooks and \$130 for instructional supplies per employee admitted to the Beginning Program, for a maximum total of up to \$71,750 for textbooks and \$6,500 for supplies for 50 employees enrolled.

4.3 Lab Assistants and Supplies for Physiology Course:

The Physiology course requires 2 lab assistants per 25 students (or 4 lab assistants for 50 students). Upon the completion of the Physiology course, Contractor may invoice County for the number of lab assistants needed for the course and their actual hours of service, not to exceed 96 hours budgeted for each lab assistant. Contractor shall not invoice County separately for any instructional supplies required for the course, as Contractor has included the cost of those supplies in its overall Instructional Supply cost of \$130 per student.

4.4 Student Tutors

Contractor shall coordinate the services of Student Tutors with Director. Such services shall be invoiced in the month following the service, accompanied by student sign-in sheets which shall also include the name of the tutor, date of service, duration of service (e.g., 6:00 p.m. to 8:00 p.m.), and total hours of service. The rate invoiced to County for such services shall be the actual hourly rate paid to the Student Tutor, but no more than the \$20 per hour budgeted.

4.5 Resumption of Invoicing for "On-Going Costs":

Contractor may resume invoicing for its "on-going" costs (instruction, Program Director, and employee benefits) for Months 7 through 18 of the Program (12 months of service) in accordance with the Invoicing Schedule on Page 9 of this Exhibit. Each of the remaining 12 invoices (Months 7 through 18) shall be in the amount of \$15,228 (\$14,100 plus 8% administrative costs, see Budget on Page 9 of this Exhibit), and shall be submitted in arrears, i.e., in the month following service. For example, the 7th month of service (March 2006 service) shall be submitted in April 2006. All invoices shall be submitted by the 5th business day in the month following service.

If, in accordance with Subparagraph 1.3 of Exhibit A, Statement of Work, Director requests only one "class group" to accommodate the employees eligible for the Beginning Program, then, the above 12 monthly payments for Contractor's on-going costs shall be based on one class group of 25 instead of two class groups of 25 each.

All invoices shall include a list of the courses completed and/or in progress, and sign-in sheets for the month being invoiced.

If the actual hours of instruction are less than those budgeted for the Program, Contractor shall reconcile those hours against the 18th and final invoice. Any overpayments by County shall be offset in this final invoice. In no event may Contractor's invoices exceed the hours/amounts budgeted for the service.

5.0 REIMBURSEMENT

The Director of Health Services shall make all final determinations regarding the completeness or accuracy of Contractor's invoices.

Contractor shall be reimbursed within 30 days of receipt of a complete and accurate invoice.

**Advance Medical Record Coding Training
East Los Angeles College**

Invoicing Notes

Instruction	Allocation for 25 Students	Allocation for 25 add'l students	Total Allocation for 50 Students	Advance ***** Payment	12 Invoices for "On-Going" Costs
Cost for all required courses for up to 50 students * (846 hours @ \$125/hour)	\$105,750	\$0	\$105,750	\$35,250	\$5,875
2 Lab Assts for Chemistry & Physiology ** (144 hours each asst/per class @ \$18/hour = \$2,592)	10,368	10,368	20,736	0	**
Student Tutor(s) *** (@ est. rate of \$20/hour for approx. 800 hrs.)	8,000	8,000	16,000	0	***
Program Director * (for entire length of Program, @ 80 hrs/mo for 18 mos)	59,096	0	59,096	19,700	3,283
Employee Benefits * (for Prog.Director & Instructors)	16,362	0	16,362	5,454	909
Supplies					
Textbooks @ \$1,161/student ****	29,025	29,025	58,050	***** 58,050	n/a
Instructional Supplies @ \$40/student ****	1,000	1,000	2,000	***** 2,000	n/a
Chemistry & Physiology Supplies @\$45/student/class **	2,250	2,250	4,500	0	**
Parking for 2 semesters @ \$20/student/semester	1,000	1,000	2,000	0	***
Certification Coaching Workshop	1,000	0	1,000	Invoice in month of service	
Subtotal	\$233,851	\$51,643	\$285,494	\$60,404	\$10,067
Administrative Costs @ 8% of amount invoiced	18,708	4,131	22,840	4,832	805
TOTAL ALLOCATION	\$252,559	\$55,774	\$308,334	\$65,236	\$10,872

* Cost is fixed, regardless of number enrolled. See **Exhibit A** for list of courses.

** Lab Assts invoiced according to the number of lab assistants needed & lab hours as specified for the course in the course catalog/class schedule; Chem & Physiology supplies invoiced according to actual enrollment in the course.

*** Invoiced according to actual hours of tutoring provided or parking permits issued.

**** Amt of advance payment for books & supplies depends on the number of students at commencement of Program.

***** Actual Advance Payment may total **\$130,090** if enrollment is 50 at time of commencement of Program.

Beginning Medical Record Coding Training (Health Information Coding Specialist)
East Los Angeles College

Invoicing Notes

Instruction	Allocation for 25 Students	Allocation for 25 add'l students	Total Allocation for 50 Students	Advance ***** Payment	***** 12 Invoices for "On-Going" Costs
Cost for all required courses for up to 50 students * (789 x 2 hours @ \$125/hour)	\$98,625	\$98,625	\$197,250	\$65,754	\$10,958
2 Lab Assts for Physiology ** (96 hours each assistant @\$18/hour = \$1,728)	3,456	3,456	6,912	0	**
Student Tutor(s) *** (@ est. rate of \$20/hour for approx. 800 hrs.)	8,000	8,000	16,000	0	***
Program Director * (for entire length of Program, @ 40 hrs/mo for 18 mos)	29,548	0	29,548	9,844	1,642
Bridge Program (18 hours @\$55/hour)	990	0	990	990	0
Employee Benefits * (for Prog. Director & Instructors)	13,500	13,500	27,000	9,000	1,500
Supplies					
Textbooks @ \$1,435/student ****	35,875	35,875	71,750	**** 71,750	n/a
Instructional Supplies @ \$130/student ****	3,250	3,250	6,500	**** 6,500	n/a
Physiology Supplies (included in Instructional Supplies)			0	0	n/a
Parking for 1 semester @ \$32/student/semester	800	800	1,600	0	***
Subtotal	\$194,044	\$163,506	\$357,550	\$85,588	\$14,100
Administrative Costs @ 8% of amount invoiced	15,524	13,080	28,604	6,847	1,128
TOTAL ALLOCATION	\$209,568	\$176,586	\$386,154	\$92,435	\$15,228

***** Actual Advance Payment may total **\$176,945** if enrollment is 50 at time of commencement of Program.
 ***** May be less if only "one" class is needed. Exhibit B
Page 9 of 10

* Cost will depend on enrollment, as allocated. See **Exhibit A** for list of courses.
 ** Lab Assts invoiced according to lab assistants needed & lab hours as specified for the course in the course catalog/class schedule.
 *** Invoiced according to actual hours of tutoring provided or parking permits issued.
 **** Amt of advance payment for books & supplies depends on the number of students at commencement of Program.

East Los Angeles College
Medical Records Coding Program

Invoicing Schedule for "On-Going" Costs

MONTH OF PROGRAM

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
	Sept 2005	Oct	Nov	Dec	Jan 2006	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan 2007	Feb

Month
in which
service
is
provided

Month
in which
invoice
is
submitted

Upon Approval of Contract by
County's Board of Supervisors

Monthly in Arrears,
by the 5th business
day in the month
following service.

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment.

I rely exclusively upon _____ for payment of my salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____
Signature

NAME: _____
Print

DATE: _____

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services):		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- ☐ My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- ☐ My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

**Los Angeles County
Safely
Surrendered
Baby
Hotline**



(877)BABY SAFE

Toll Free (877) 222-9723

- Call for Information on How to Safely Surrender a Newborn Infant Under the Safely Surrendered Baby Law
- Referrals Provided to Designated Safe Haven Sites
- Referrals Provided to Other Support Services

- **Guaranteed Confidentiality**
- **7 Days a Week**
- **24 Hours a Day**
- **English and Spanish and 140 Other Languages Spoken**



INFO LINE of Los Angeles has been in business since 1981.
INFO LINE of Los Angeles is an AIRS accredited agency.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.